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Formed in the State of PA  
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Attorney for Movant

**ATTORNEY FOR MOVANT: ALLY CAPITAL**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF NEW JERSEY  
CAMDEN DIVISION**

IN RE: § CASE NO. 22-19628-ABA  
§  
ORBIT ENERGY & POWER, LLC, Debtor § CHAPTER 7

**CERTIFICATION IN SUPPORT OF MOTION**

The undersigned, a duly authorized representative for Ally Capital ("Movant"), does hereby certify  
that:

1. I, PAUL TANGEN, am employed by AIS Portfolio Services, LLC,  
the Bankruptcy Servicer and Custodian of Records for Ally Capital and am familiar with the  
account which the Movant maintains for the Debtor Orbit Energy & Power, LLC, and I am  
authorized to make this Certification.
2. On or about October 25, 2019, Debtor Orbit Energy & Power, LLC entered into a Retail  
Installment Sales Contract ("Contract") involving a loan in the amount of \$53,359.97 for the  
purchase of a 2020 Jeep Gladiator Crew Cab Rubicon 4WD 3.6L V6.
3. On February 27, 2023 case was converted from Chapter 11 to Chapter 7.
4. The vehicle secured by the Contract has V.I.N. 1C6JJTBG5LL106371. See copy of Contract  
attached hereto and marked as Exhibit "A".
5. The Movant is the assignee of the Contract.
6. The Movant is the only lien holder of record with regard to the vehicle. See copy of the  
Certificate of Title attached hereto and marked as Exhibit "B".

7. The above-described vehicle is encumbered by a lien in favor of the Movant; the account has a payoff in the amount of \$27,059.17, plus other appropriate charges through April 09, 2024, though subject to change. The regular monthly payment is \$991.33 at an interest rate of 5.990%.
8. Pursuant to the provisions of the Contract, the Debtor Orbit Energy & Power, LLC has defaulted by failing to make payments and Movant is entitled to possession of the vehicle as a result of the default.

a. Contract Date:	October 25, 2019
b. Date of Last Payment:	November 08, 2022
c. Amount of Last Payment:	\$991.33
d. Last Payment Applied to Date:	Nov.2022
e. Payment Amount:	\$991.33
f. Balance as of April 09, 2024:	\$27,059.17
g. Pre-Petition Arrears:	\$0.00
h. Post-Petition Arrears:	\$16,852.61
i. Other Fees and Charges	\$0.00
j. Attorney's Fees and Costs:	\$0.00
TOTAL DELINQUENCY	\$16,852.61

9. The Eastern Edition of N.A.D.A. Official Used Car Guide indicates and adjusted retail value of \$38,525.00. See copy of N.A.D.A. report and marked as Exhibit "C".

**I CERTIFY THAT THE FOREGOING STATEMENTS MADE BY ME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I AM AWARE IF ANY OF THE FOREGOING STATEMENTS MADE BY ME ARE WILLFULLY FALSE, I AM SUBJECT TO PUNISHMENT.**

DATED: 4/11/24

Paul Tsg

Signature

PAUL TANGEN

BANKRUPTCY ANALYST

Title

**AMENDED AND RESTATED PURCHASE STATEMENT OF WORK 2**

**For 3<sup>rd</sup> Party Bankruptcy Account Servicing**

**Attachment D – APPOINTMENT AS A CUSTODIAN OF BUSINESS RECORDS**

**AMENDED AND RESTATED PURCHASE STATEMENT OF WORK 2**  
**For 3<sup>rd</sup> Party Bankruptcy Account Servicing**

**APPOINTMENT AS A CUSTODIAN OF BUSINESS RECORDS**

Ally Financial Inc. ("Ally") and AIS Portfolio Services, LP, ("AIS") entered into a Master Service Agreement ("Agreement") whereby AIS performs bankruptcy servicing and administration services for Ally or its direct or indirect subsidiaries. In conjunction with the Agreement, Ally hereby appoints AIS as a custodian of Ally's and its direct or indirect subsidiaries' business records for specific accounts in bankruptcy that are referred to AIS for servicing. AIS accepts such appointment and agrees to perform the duties and responsibilities as custodian of the business records as set forth herein and in accordance with the Agreement.

The Agreement provides that Ally shall deliver/make available to AIS all information and supporting documentation necessary for the referred accounts to be serviced in bankruptcy, and AIS shall control the process for maintenance and storage of the information and supporting documentation during the life of the representation in accordance with the Agreement. As the servicer of referred bankruptcy accounts for Ally and its direct or indirect subsidiaries, AIS will utilize the information provided to complete any affidavit and/or declaration required to authenticate the financial status of the referred account.

The scope of this appointment is limited to referred accounts that are in bankruptcy during the term of representation for the specific account. Upon termination of AIS' representation on a referred bankruptcy account, in addition to any other obligations under the Agreement, AIS will return all information and supporting documentation in its control to Ally and shall relinquish its obligations as a custodian.

Dated: 12/11/2020

By: Laura A. Miller

Name: Laura Miller  
Title: Director, Supply Chain

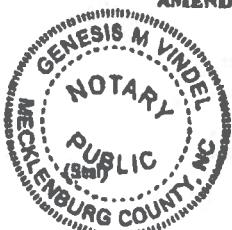
State of NC

County of MERCER COUNTY

Subscribed and sworn to (or affirmed) before me on this 1<sup>st</sup>  
day of Dec., 2020, by Laura Miller

proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.

**AMENDED AND RESTATED PURCHASE STATEMENT OF WORK 2**  
**For 3<sup>rd</sup> Party Bankruptcy Account Servicing**



**Signature**

#### **ACKNOWLEDGMENT**

**Examination and certification by local auditors and review by the state auditor of records.**

Dated: 9/28/20

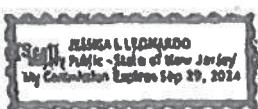
BY:

Name: CG 20x2.5  
Title: VICE PRESIDENT

State of New Jersey  
County of Bergen

Subscribed and sworn to (or affirmed) before me on this 2<sup>nd</sup>  
day of September, 2020, by Christopher

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Jessica Hernandez